

CHECK IF PARTIAL - if checked, the following apply

This Release is deemed and shall be construed solely as partial release of the aforementioned Mortgage and Assignments of Rents, which also covers other property and that the lien of said Mortgage and Assignment of Rents shall continue without abatement or interruption with respect to all of the Bank's right, title and interest in and to any and all other property still remaining subject to said liens and encumbrances.

Dated at LEXINGTON, KY as 12/03/01

BANK ONE NA

By: APRIL E PORTER
Its: Mortgage Officer

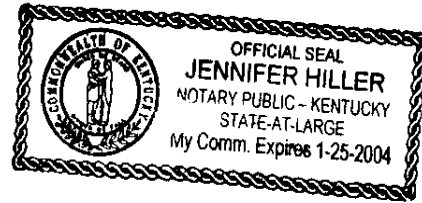
Attest: LYNN MOORE
Its: Authorized Officer

State of Kentucky
County of FAYETTE

I, the undersigned, a Notary Public in and for County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers or authorized agents of BANK ONE NA and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized agents of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, the day and year first above written.

Jennifer Hiller
Notary Public



My Commission Expires:

This instrument was prepared by: LYNN MOORE
00412530001179

After recording mail to: BANK ONE SERVICES CORPORATION
LOAN SERVICING CENTER
201 EAST MAIN STREET
LEXINGTON KY 40507

irrigation rights); and all other rights, royalties, and profits (including but not limited to all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

UNOFFICIAL COPY

THE TAX IDENTIFICATION NUMBER IS 14-09307-050-1009 & 1-29-307-050-1017.
UNIT NO. 2611 AND P-H IN WRIGHTWOOD CITYHOMES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE THAT PART OF THE SOUTH 125.0 FEET OF THE WEST 132.0 FEET OF BLOCK 4 AND THE SOUTH 16.0 FEET OF LOT 7 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF BLOCK 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 16 FEET OF LOT 7, THENCE SOUTH 89 DEGREES 45 MINUTES 20 SECONDS EAST, 124.41 FEET TO THE EAST LINE OF SAID LOT, THENCE SOUTH 08 DEGREES 34 MINUTES WEST, 16.17 FEET, THENCE SOUTH 89 DEGREES 45 MINUTES 20 SECONDS EAST, 10.0 FEET TO THE NORTHEAST CORNER, THENCE SOUTH 125.0 FEET TO THE SOUTHEAST CORNER, THENCE NORTH 89 DEGREES 45 MINUTES 20 SECONDS WEST, 132.0 FEET TO THE SOUTHWEST CORNER, THENCE NORTH 141.0 FEET TO THE POINT OF BEGINNING IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE

14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 88443806, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2611 N. SOUTHPORT AVE., CHICAGO, IL 60614. The Real Property tax identification number is PLZ SEE COMMENT.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future

5/1/2005

PROPOSED COPY Clerk's Office

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Page 7 of 7